

PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES – UNITED STATES LOUISIANA LNG May 2025

PART A: STANDARD CONDITIONS

1 DEFINITIONS

“ABC Law” includes:

- (a) any Law of the country of incorporation of each Party and that of its parent company and, as applicable, ultimate parent company (including any applicable written law, statute, regulation or other instrument made under statute or by any Governmental Authority) relating to bribery, kickbacks and/or other corrupt business practices;
- (b) the United States Foreign Corrupt Practices Act;
- (c) the UK Bribery Act 2010;
- (d) Australian Criminal Code 1995 (Cth);
- (e) the principles described in the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention's Commentaries;
- (f) the UN Convention Against Corruption (UNCAC); and
- (g) any other applicable Law relating to bribery, kickbacks, and/or other corrupt business practices.

“ABC Law Violation” means a situation where Contractor or a subcontractor has:

- (a) directly or indirectly offered, paid, solicited or accepted bribes in any form including facilitation payments; or
- (b) otherwise breached any ABC Law,

in connection with the subject matter of the Contract or subcontract as the case may be.

“Affiliate” means, with respect to any person, any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such person and “control” means the power (whether directly or indirectly, through shares, by contract or otherwise) to control the affairs of such person generally and, in this regard, the right to exercise fifty per cent (50%) or more of the voting rights in such person, or to appoint or remove the majority of directors in such person, is deemed to be in “control” of such person, and “controls” and “controlled” are to be construed accordingly.

“Anti-Bribery and Corruption Policy” means the Anti-Bribery and Corruption Policy forming part of the Contract and located on the Website.

“Authorisation” means any authorisation, permit, consent, order, approval, resolution, licence, exemption, agreement, permission, notarisation, recording, filing, registration or requirement, from, issued by or made to any Governmental Authority, including any renewals and amendments.

“Background Intellectual Property” means:

- (a) in respect of the Company, Intellectual Property that is owned by or licensed to the Company independently of the Contract; and
- (b) in respect of the Contractor, Intellectual Property that is used by the Contractor in performance of the Work, incorporated into the work or otherwise made available to the Company under or in connection with this Contract that (I) is either owned by Contractor or is licensed to the Contractor (whether licensed to the Contractor by an Affiliate or otherwise) independently of this Contract, and (III) either exists prior to the date of the Contract, or is otherwise developed or acquired by the Contractor independently of the Contract or any agreement related to this Contract,

and, for the avoidance of doubt, excludes New Intellectual Property.

“Business Day” means a day other than a Saturday, Sunday or

day that is an official holiday for employees of the federal government of the United States of America.

“Claim” means any and all costs, demands, legal proceedings, claims, actions, fines, penalties, obligations, damages, losses and liabilities of every kind and nature (including all expenses of investigation, defense and litigation, court costs, attorneys’ fees and all obligation to indemnify another), arising under any statute or in equity or at common law or otherwise at law of whatsoever nature.

“Company” means the entity issuing the purchase order and its successors and assigns.

“Company Equipment” means all equipment supplied by the Company to the Contractor, to use in the performance of the Work and which is specified in the Contract as “Company Equipment”.

“Company Group” means the Company, the Operator, the LNG Facility Owners, Company Invitees, its and their respective Affiliates and the foregoing’s respective agents, representatives, directors, officers and employees (including agency personnel), or, where the context so permits, any or each of the foregoing, but does not include any member of the Contractor Group or any Other Contractors.

“Company Invitee” means any person who is not the Operator, the Company or an LNG Facility Owner or either of the foregoing’s Affiliate, agent, representative, director, officer or employee (including agency personnel), but whose presence at the Worksite is by invitation of one of the foregoing (including representatives of Governmental Authorities and regulatory bodies) but does not include Other Contractors.

“Company Materials” means all materials which are supplied by the Company to the Contractor to use in the performance of the Work or incorporate in the Work, and which are specified in the Contract as “Company Materials”.

“Contract” means the contract created between Company and Contractor by the issue of the purchase order and comprising these terms and conditions, the purchase order and all documentation accompanying the purchase order.

“Contractor” means the entity to whom the purchase order is issued and includes its successors and assigns as permitted under the Contract.

“Contractor Group” means the Contractor, its subcontractors (of any tier), its Contractor Invitees, its and their Affiliates and the foregoing’s respective agents, representatives, directors, officers and employees (including agency personnel), or, where the context so permits, any or each of the foregoing, but does not include any member of the Company Group or any Other Contractor.

“Contractor Equipment” means all tools and equipment that Contractor supplies or is required to supply for the performance of the Work in accordance with the Contract whether owned, leased or hired.

“Contractor Invitee” means any person who is not the Contractor or a subcontractor or either of the foregoing’s Affiliate, agent, representative, director, officer or employee (including agency personnel), but whose presence at the Worksite is by invitation of one of the foregoing.

“Corporate Code of Conduct” means the supplier code of business conduct forming part of the Contract and located on the Website.

“Country” means the country specified in the Contract.

“Data Breach” means where Personal Information is lost or interfered with or subjected to unauthorised access, acquisition, alteration, modification, use, destruction, or disclosure or otherwise is misused.

“Data Privacy Laws” means all laws, regulations, orders, rules, principles or other binding obligations relating to data protection, the processing of Personal Information and/or privacy in force from time to time that apply to either the Company or the Contractor in any of the jurisdictions in which they operate or conduct business, including (but not limited to):

- (a) the General Data Protection Regulation (EU) (2016/679)

(GDPR), and

(b) any U.S. state privacy law (e.g., the California Consumer Privacy Act, the Colorado Privacy Act, the Texas Data Privacy and Security Act, etc.),

as may be modified or replaced.

“Delivery” means the Goods are received by the Company at the Delivery Point and accepted by the Company as provided in Clause 41.

“Delivery Date” means the date(s) upon which the Goods must be delivered as specified in the Contract.

“Delivery Point” means the location specified in the Contract.

“Effective Date” means the effective date so specified in the Contract or, if no date is so specified, the date on which the Parties entered into the Contract.

“Goods” means the goods to be provided in accordance with this Contract.

“Good Industry Practices” means the practices that would be adopted by, and the exercise of that degree of care, skill, diligence, prudence and foresight that reasonably would be expected from, a competent contractor in the international oil and gas industry experienced in performing work similar in nature, size, scope and complexity to the Work and under conditions comparable to those applicable to the Work, where such work is subject to, and such contractor is seeking to comply with, the standards and codes specified in the Contract or (to the extent that they are not so specified) such national or international standards and codes as are most applicable in the circumstances, and the applicable Laws.

“Governmental Authority” means any governmental department, authority, instrumentality or agency having jurisdiction over the relevant matter and includes any governmental department, authority, instrumentality or agency that replaces that Governmental Authority in its jurisdiction over that matter.

“Government Official” has the meaning given to it in the Anti-Bribery and Corruption Policy.

“Indemnified Party” means any member of the Company Group, Other Contractor Group or the Contractor Group, as the context requires.

Indemnifying Party means Company or Contractor, as the context requires.

“Insolvency Event” means the Contractor becoming unable to pay its debts as they fall due (as provided under the Law of the Country or any other applicable Law) or bankrupt, committing an act of insolvency under the Law of the Country or any other applicable Law or making a composition or arrangement with its creditors or an order for its winding-up being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or any equivalent act or thing being done or suffered under any Law applicable to the Contractor.

“Intellectual Property” means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright (including future copyright), circuit layout, trade secret, know-how, proprietary information or other right in respect of any data, information, process, work, material or method.

“Law” means any of the following which is in force from time to time:

- (a) any treaty, statute, directive, ordinance, by-law, rule, order, decree, regulation, notification, warrant, or delegated legislation, in each case, of any nation, state, jurisdiction, intergovernmental or supranational organisation, or of any political subdivision of the foregoing, or of any regulatory

body having jurisdiction over the Work and/or the Worksite, including any binding requirement, instruction, direction, order, Authorisation, warrant, franchise or scheme of a Governmental Authority or other body of competent jurisdiction; and

- (b) any notices, guidance notes, circulars and codes of practice issued, made or published under or in connection with any of the foregoing or of any regulatory body having jurisdiction over the Work and/or the Worksite.

“LNG Facilities” means one or more liquefaction units and other gas preparation processing units and other support facilities comprising Louisiana LNG and located within Calcasieu Parish, Louisiana along the Calcasieu Ship Channel.

“LNG Facility Owners” means each entity who has an ownership interest in the LNG Facilities in respect of which the Work is being performed and includes the successors in interest of such LNG Facility Owner or the assignees of any interest of such LNG Facility Owner.

“Longstop Audit Date” means the date which is seven (7) years after the later of:

- (a) the date of a final non-appealable judgment in any proceedings relating to any dispute referred to in Clause 34 ; and
- (b) the date of any termination of the Contract.

“Modern Slavery Law” includes:

- (a) the UK Modern Slavery Act 2015;
- (b) Divisions 270 and 271 of the Criminal Code Act 1995 (Cth);
- (c) the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27);
- (d) the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38), and
- (e) any law of the Country, or any other applicable law, that prohibits exploitative practices including slavery, servitude, forced labour, human trafficking, debt bondage, child labour and other slavery-like practices.

“Modern Slavery Law Violation” means a situation where a Contractor or subcontractor has, in connection with the subject matter of the Contract or subcontract (as the case may be), breached any Modern Slavery Law.

“New Intellectual Property” means any Intellectual Property that arises out of, or is created in the course of, the performance of the Contract.

“Operator” means Woodside Energy (LA) Operating LLC who has been appointed by the LNG Facility Owners to manage the construction of and operate the LNG facilities located at the Worksite.

“Other Contractors” means contractors of the Operator, the Company (other than Contractor) and also subcontractors (of any tier) of such other contractors of Company or the Operator who are providing work or services in the vicinity of the Worksite or in relation to any project or activity related to the Work.

“Other Contractor Group” means each Other Contractor and its respective subcontractors (of any tier), and the foregoing's respective agents, representatives, directors, officers and employees (including agency personnel) or, where the context so permits, any or each of the foregoing.

“Party” means either the Company or the Contractor, and **“Parties”** means the Company and the Contractor.

“Personal Information” means information relating to an identified or identifiable natural person which is an individual who can be identified, directly or indirectly, in particular by reference to certain information, such as a name, identification number or an online identifier. For the purposes of this contract, Personal

Information includes opinions and comments which relate to that individual, as well as any factors specific to the physical, physiological, genetic, mental, economic, racial, political, religious, sexual orientation, criminal, financial, cultural or social identity of that individual. Information is Personal Information regardless of whether the information is true or whether it is recorded in a material form.

"Pollution" means any liquid or non-liquid pollutant or waste substance of whatsoever nature, including well production and crude oil.

"Restricted Person" means any person or entity that is identified on any applicable restricted party list issued by a Governmental Authority, and also includes, without limitation any person:

- (a) that is, or is directly or indirectly owned or controlled by a person that is, or has an Affiliate, director, officer, employee, contractor, agent, branch or representative which is or is directly or indirectly owned or controlled by a person that is, listed on any list of restricted persons maintained by any national or supra national body or agency with jurisdiction over a Party or its Affiliates or an LNG Facility Owner, including but not limited to U.S.' consolidated screening list, a searchable version of which can be found at https://build.export.gov/main/ecr/eg_main_023148 as may be updated, amended or superseded from time to time;
- (b) acting or having express or ostensible authority to act on behalf of any of the persons listed in paragraph (a) above; or
- (c) with which any Party under this Contract, its Affiliates or an LNG Facility Owner is prohibited from dealing or otherwise engaging in any transaction pursuant to any Sanctions or any other applicable Law.

"Sanctions" means any sanctions, restrictions or designations imposed under any laws or regulations of Australia, the European Union, the U.S., the United Kingdom, or any other country with jurisdiction over the Contract, a Party under this Contract, its Affiliates or an LNG Facility Owner.

"Site Rules" means all rules, regulations, directives and policies notified by the Company from time to time which are intended to be of general application to persons at a Worksite location controlled or managed by the Company.

"Taxes" means all taxes, assessments, fees, levies, charges, duties, imposts, contributions, national insurance and social security costs (however named or described) imposed, levied or assessed by any government or Governmental Authority, together with any interest, penalties or additions imposed thereon.

"VAT" means valued added tax or similar tax on goods or services, including sales, use, excise and similar taxes, that is levied by any Governmental Authority of the Country.

"Website" means the webpage located at http://www.woodside.com.au/supplying_to_woodside/Pages/General-Information-for-Suppliers.aspx.

"Work" means all the work (including the provision of all Goods, services and Contractor Equipment) that the Contractor is required to carry out in accordance with the provisions of the Contract.

"Worksite" means the lands, waters and other places on, under, in or through which the Work is to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns).

2 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and must exercise control, supervision, management and direction as to the method and manner of performing the Work. The Contractor is not the Company's agent in any way and has no authority to, and will not purport to, represent or bind the Company in any way or do anything else that would or might obligate the Company to third parties, without the Company's prior written consent. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR WILL INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, IN CONNECTION WITH, OR INCIDENT TO ANY MEMBER OF THE CONTRACTOR GROUP'S INDEPENDENT

CONTRACTOR STATUS AS PROVIDED IN THIS CLAUSE 2, INCLUDING ANY EMPLOYMENT-RELATED CLAIM FOR, OR ATTEMPT BY ANY MEMBER OF THE CONTRACTOR GROUP, ANY OF THEIR RESPECTIVE PERSONNEL, OR ANY OF THEIR RESPECTIVE SPOUSES, HEIRS, EXECUTORS, ADMINISTRATORS, OR PERMITTED ASSIGNS, AS THE CASE MAY BE, TO SEEK FROM ANY MEMBER OF THE COMPANY GROUP ANY BENEFITS OR SUMS ACCORDED TO ANY MEMBER OF THE COMPANY GROUP, INCLUDING BUT NOT LIMITED TO ADDITIONAL COMPENSATION OR REMUNERATION, WORKER'S COMPENSATION, DEATH OR DISABILITY INSURANCE, VACATION, OR SICK PAY, OR ANY CLAIM ALLEGING ANY PERSONNEL OF ANY MEMBER OF CONTRACTOR GROUP ARE EMPLOYEES OF COMPANY GROUP.

3 STATUS OF OPERATOR

Where the Company who is a Party to this Contract is the Operator, the Company enters into the Contract for itself and as agent for and on behalf of the other LNG Facility Owners. Notwithstanding the above:

- (a) the Contractor agrees to look only to the Company for the due performance of the Contract and nothing contained in the Contract will impose any liability upon, or entitle the Contractor to commence any proceedings against any LNG Facility Owner other than the Company;
- (b) the Company is entitled to enforce the Contract on behalf of all LNG Facility Owners as well as for itself. For that purpose the Company may commence proceedings in its own name to enforce all obligations and liabilities of the Contractor and to make any claim which any LNG Facility Owner may have against the Contractor; and
- (c) all losses, damages, costs (including legal costs) and expenses recoverable by the Company pursuant to the Contract or otherwise include the losses, damages, costs (including legal costs) and expenses of the Company's LNG Facility Owners and its and their respective Affiliates except that such losses, damages, costs (including legal costs) and expenses will be subject to the same limitations or exclusions of liability as are applicable to the Company or the Contractor under the Contract. Any and all limitations of the Contractor's liability set out in the Contract represent the aggregate cumulative limitation of the liability of the Contractor to the Company, its LNG Facility Owners and its and their respective Affiliates.

4 REPRESENTATIVES

The Company and the Contractor will each appoint a representative, who will be authorised to represent them respectively in all matters relating to the Contract. Each Party will shall notify the other Party of its appointed representative. Company may change its representative at any time by notification to Contractor.

5 TERM

The Contractor must commence the Work on the date or within the period specified in the Contract and continue to perform the Work until all obligations under the Contract are fulfilled.

6 VIENNA CONVENTION

The Parties have agreed to exclude the application of the United Nations Convention on the Contracts for the International Sale of Goods to the Contract.

7 CONTRACTOR TO PERFORM THE WORK

The Contractor must:

- (a) perform the Work (which includes all work expressly described in the Contract and all work reasonably inferable from such express description or are required or necessary in order to complete the work expressly required in this Contract) in a safe and workmanlike manner, in accordance with the requirements of the Contract, any applicable Law and Good Industry Practices;
- (b) provide all personnel, materials, resources, Contractor Equipment, facilities and other things necessary to perform the Work in accordance with the Contract;

- (c) ensure all Contractor Equipment is in good working order and suitable for use in connection with the Work;
- (d) obtain all Authorisations required for the performance of the Work; and
- (e) comply with all reasonable directions given by the Company in respect of the Contract and the Work.

8 REPERFORMANCE

- (a) The Contractor must, at its cost, reperform any Work which is defective or otherwise not in compliance with the requirements of the Contract upon notification by the Company at any time during the term of the Contract and:
 - (i) in respect of Work (excluding Goods) until the period ending 12 months after completion of the Work; and
 - (ii) in respect of Goods, pursuant to Clause 43.
- (b) If the Contractor fails to rectify defects in accordance with the timeframe reasonably required by the Company, the Company may arrange to have the defects remedied by alternative means and shall be entitled to recover the direct costs and expenses of doing so from the Contractor.

9 REPORTING AND RECORDS

- (a) The Contractor must:
 - (i) provide periodic reports on the performance and progress of the Work under the Contract with such frequency and in such format as the Company may reasonably require from time to time; and
 - (ii) keep full and accurate records relating to the performance of the Contract by both Parties (including all invoiced charges made by the Contractor and all transactions) for a period of not less than 7 years after the completion of the Work. The Company will be entitled to inspect and copy such records upon reasonable notice for the purposes of ensuring the Contractor's compliance with the Contract.
- (b) During the course of the Work and thereafter until the Longstop Audit Date, the Company or its duly authorised representative (including an external auditor appointed by the Company and any Governmental Authority) will have the right to audit at all reasonable times and, upon request, take copies of all of the Contractor's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers, dockets and other documents of every kind (including that which is stored on computers) relating to all authorisations and permits obtained or held in respect of the Work and itemised invoices in respect of the costs of those authorisations and permits.

10 CONFIDENTIALITY AND INFORMATION SECURITY

- (a) The Contractor will keep the Contract, any documentation which it receives in connection with the Contract and any information which it learns through Company Group in strict confidence and will not disclose the same to any third party without the written consent of the Company.
- (b) Notwithstanding paragraph (a) above, Contractor may disclose confidential information to the Contractor Group to the extent necessary for the proper performance of the Contract, to obtain advice or insurance in relation to the Contract and to comply with all Laws, provided that prior to the disclosure the Contractor shall obtain written undertaking of confidentiality no less restrictive than this Clause 10.
- (c) Licensor Confidential Information. To the extent that Contractor prepares, makes copies of, or prepares derivative works of documents marked with a legend that such document contains "CHART CONFIDENTIAL INFORMATION," Contractor shall cause all derivative works containing Chart Confidential Information to be stamped with the legend "CONTAINS CHART CONFIDENTIAL INFORMATION." Contractor agrees not to (a) use the Chart Confidential Information for any purpose other than performing the work and services hereunder, (b) use the Confidential Information to manufacture or have manufactured equipment or to purchase equipment, services

or process technology similar to that customarily offered by Chart, except from Chart, or (c) incorporate Confidential Information into, or use Confidential Information with, products other than in connection with the Work. In no event shall Contractor disclose any Confidential Information to any Person (including any Liquefaction Technology Party) without the prior written consent of Company. Contractor shall execute, contemporaneously with this Purchase Order, the Confidentiality Undertaking in a form materially the same as the attached Exhibit "A" in favor of Chart and Bechtel (the "Confidentiality Undertaking"). Contractor shall also require all Subcontractor entities to execute the Confidentiality Undertaking in a form materially the same as the attached Exhibit "A" and shall provide a copy of same to Company prior to providing any Confidential Information to such Subcontractor.

11 PRIVACY

- (a) In respect of all Personal Information collected, received, or supplied by the Contractor under or in connection with this Contract ("**Contract Personal Information**"), the Contractor must (and ensure that its personnel and any subcontracts must):
 - (i) comply with all applicable Data Privacy Laws;
 - (ii) implement and assist the Company with implementing appropriate technical and organisational measures to ensure a level of security of the Contract Personal Information appropriate to the sensitivity of the Contract Personal Information;
 - (iii) keep the Contract Personal Information confidential and secure and protect it from misuse, interference, and loss, and unauthorised access, modification, or disclosure;
 - (iv) only use the Contract Personal Information in accordance with the Company's written instructions (including this Contract) for the sole purpose of performing its obligations under the Contract and will not use the Contract Personal Information for any other purpose;
 - (v) notify the Company promptly (and in any event within 24 hours) after becoming aware that a Data Breach has occurred, is likely to have occurred, or is suspected to have occurred in respect of any Contract Personal Information. The Contractor must:
 - (A) promptly provide the Company with all details concerning the Data Breach, such as the nature of the Data Breach and the Personal Information compromised, and all information necessary to assist the Company in identifying the root cause of the Data Breach;
 - (B) promptly take all necessary steps to contain and mitigate the impact of the Data Breach;
 - (C) cooperate and comply with all reasonable directions of the Company in relation to the Data Breach, including in relation to any requirements to notify the occurrence of the Data Breach to any Governmental Authority or any affected individuals in accordance with applicable Data Privacy Laws;
 - (vi) where requested by the Company, assist the Company in conducting appropriate risk assessments of any uses of Contract Personal Information and (where appropriate) consulting with any Governmental Authority and/or affected individual;
 - (vii) upon receipt of any request or communication that the Contractor receives from any individual whose Personal Information is contained in the Contract Personal Information exercising their individual rights under applicable Data Privacy Laws or any request or communication that the Contractor receives from any Governmental Authority and/or other third party in connection with the Contract

Personal Information:

- (A) notify the Company promptly (and in any event within 72 hours) of any such request or communication;
- (B) unless required to comply with the Contractor's own obligations under applicable Data Privacy Laws, not respond to the request or communication directly without the prior written consent of the Company;
- (C) where appropriate, assist the Company respond to any such request or communication;
- (viii) promptly upon termination or expiry of the Contract or earlier if requested by the Company, return to the Company or permanently and securely destroy all Contract Personal Information (including copies) in its power, possession or control, except to the extent that retention is required by Law. The Contractor will certify in writing to the Company that it has deleted the Contract Personal Information within seven (7) days after it complete the deletion in each case;
- (ix) promptly after receipt of a request from the Company, make available to the Company all information necessary to demonstrate compliance with the obligations set out in this clause;
- (x) the Contractor must not disclose or transfer any Contract Personal Information to any other party or to allow any other party to access or use the Contract Personal Information during or after the term of the Contract unless the Contractor has: (i) obtained the Company's prior written permission to do so; and (ii) imposes binding contractual obligations on the other party in relation to its handling of Personal Information which are no less onerous than the obligations imposed on the Contractor under this Contract. The Contractor will remain responsible and liable to the Company for all acts and omissions of such other parties as if they were its own; and
- (xi) the Contract must not transfer, disclose, store, handle, provide access to, or process any of the Contract Personal Information outside of its jurisdiction without the prior written consent of the Company, except where doing so is required to comply with domestic law to which the Contractor is subject. If the Company gives its written consent, then the Contractor must comply with any requirements for cross-border transfers as required by applicable Data Privacy Laws.

12 LAW

The Contractor must comply with all applicable Law and carry out its obligations under the Contract so as not to cause or contribute to any breach by the Company of any Law.

13 HEALTH SAFETY AND ENVIRONMENT

- (a) The Contractor is responsible for the management of health, safety and environmental issues related to the Work and during the performance of the Contract. The Contractor must fully comply with all of the Company's health, safety and environmental requirements, Good Industry Practices and Authorisations.
- (b) The Company may at any time conduct an audit of the Contractor's compliance with any health, safety and environmental requirements of the Contract. The Contractor must cooperate with the Company (including any representative of a Governmental Authority in attendance) in the conduct of such audit, and provide information as and when requested by the Company.
- (c) The Contractor must perform the Contract in a manner that will prevent or minimise Pollution and damage to the environment at the Worksite and ensure that no Pollution emanates from Contractor Equipment in any manner not permitted under any Law. If any Pollution emanates from the Worksite, the Work or from Contractor Equipment, then the Contractor must immediately comply with the directions of

the Company with regard to cleaning it up and preventing further Pollution.

14 CONTRACTOR PERSONNEL AND SUBCONTRACTORS

- (a) The Contractor must not, without the Company's prior approval, subcontract any part of the Work.
- (b) The Contractor must provide sufficient competent, experienced and appropriately qualified personnel to ensure performance and completion of the Work in accordance with the provisions of the Contract.
- (c) The Contractor must ensure that the supervisory personnel of the Contractor and of its subcontractors can read, write and speak fluent English.
- (d) The Contractor must ensure that all persons involved in the performance of the Work, at all times, hold the appropriate and valid work permits, stay permits, travel permits, employment passes, visas, licences, registrations and any other documents or permissions required for those individuals to lawfully perform the Work in the Country.
- (e) If the Company considers that any Contractor Group personnel is not able to lawfully perform the Work in the Country, is negligent or incompetent, or has failed or is failing to comply with any Laws or the Site Rules or any other requirements of the Contract, the Company may require the Contractor to remove such personnel from the Worksite, and the Contractor must, at its cost, do so and replace such personnel without interruption to the Work. COMPANY SHALL HAVE NO LIABILITY AND CONTRACTOR AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES, OF WHATSOEVER KIND OR NATURE, WHICH MAY DIRECTLY OR INDIRECTLY ARISE OR RESULT FROM CONTRACTOR OR ANY SUBCONTRACTOR TERMINATING THE EMPLOYMENT OF OR REMOVING FROM THE WORK ANY SUCH EMPLOYEE OR AGENT WHO FAILS TO MEET THE FOREGOING REQUIREMENTS FOLLOWING A REQUEST BY COMPANY TO HAVE SUCH EMPLOYEE OR AGENT REMOVED FROM THE WORK.

15 EMPLOYEE AND INDUSTRIAL RELATIONS

The Contractor is responsible for managing its employee and industrial relations with, or in relation to, its personnel (including the employees of its subcontractors at every tier) and must do so using a high standard of skill, care and diligence and in accordance with the Law and Good Industry Practice. The Contractor must not hinder or adversely affect the employee and industrial relations of the Company or any other employer at the Worksite.

16 CUSTOMS PROCEDURES

- (a) When applicable, the Company and the Contractor must each apply to the applicable Governmental Authority for their respective import, export and re-import of materials, goods, tools, equipment and supplies required for the Contract.
- (b) The Contractor undertakes to import, export and re-import any items (including those which are sold to the Company) for the Work which are subject to customs control in such a way as to enable maximum advantage to be taken of customs procedures of relevant Governmental Authorities.
- (c) For the purpose of import duties exemptions, the Contractor must do everything reasonably necessary to ensure all conditions are met and obligations fulfilled to facilitate the obtaining of Free Trade Agreement (FTA) approvals where goods, equipment and/or inputs are manufactured in a country which is a signatory to an FTA with [the United States]. Specifically where FTA treatment is available and rules of origin requirements have been met, the Contractor must, and must ensure that its subcontractors (of any tier), obtain all required 'Certificates of Origins' in the approved formats, and any other documentation from the relevant Governmental Authorities in a timely manner and ensure its availability to the Company upon request.
- (d) The Contractor must pay and make payment at such times when due and payable, all import/export Taxes on materials, goods, tools, equipment and supplies required for the Contract and imported or exported by the Contractor. The

Contractor will be responsible for ensuring that it holds the necessary import/export licences issued by the relevant Governmental Authorities prior to the commencement of the Work.

17 EXPORT CONTROLS AND SANCTIONS

- (a) The Contractor must comply with all applicable Law concerning the export and re-export of goods, and other foreign trade controls including (without limitation) under U.S., Australian, United Kingdom, European Union and other countries' Law restricting sales and transfers to other countries and parties of commodities, software or technical data.
- (b) Notwithstanding any other provision of the Contract to the contrary, the Contractor agrees that no commodities, software or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in compliance with all relevant U.S. government requirements.
- (c) The Contractor represents and warrants that neither the Contractor, nor any person or entity that owns, controls or is a director, officer or employee of the Contractor, is a Restricted Person.
- (d) Unless in receipt of an approval, licence or other authorisation from the relevant Governmental Authority, the Contractor must not:
 - (i) lend, contribute or otherwise make available funds made available to it under, pursuant to or in connection with the Contract to any person that is a Restricted Person;
 - (ii) engage in, or be a party to, any transaction or activity with any person or entity that is:
 - (A) subject to and in violation of Sanctions or any applicable Law relating to export controls; or
 - (B) a Restricted Person to the extent that such transaction or activity is in violation of Sanctions or any applicable Law relating to export controls or might provide grounds for the Contractor, the Company, its Co-Ventures or any of their Affiliates to be listed on any list of Restricted Persons maintained by any national or supra national body or agency with jurisdiction over a Party or its Affiliates or an LNG Facility Owner; and
 - (iii) enter into any agreement, transaction or dealing that will result in a violation by any person of Sanctions.
- (e) The Contractor must provide, upon request by the Company, written certification that the Contractor has complied with the provisions of this Clause 17.
- (f) The Contractor will save, indemnify, defend and hold harmless the Company Group from and against any penalty, fine, charge, or other impost (including interest and costs) imposed on the Company Group as a result of a breach by the Contractor of this Clause 17.
- (g) The Contractor must ensure that the requirements of this Clause 17 form part of or are otherwise imposed on any party from which products or Work are procured, including the obligation to impose such terms (including this provision) on any subcontractor.
- (h) If the Contractor or any of its Affiliates breaches any of the obligations in this Clause 17, then the Company may immediately terminate the Contract for breach, by giving written notice of termination to the Contractor.
- (i) In the event of termination in accordance with Clause 17, the Contractor shall be entitled to payment only for that part of the Work properly performed under the Contract, up to the date of termination.
- (j) Any right of termination under Clause 17 is additional to any other right of termination the Company may have, either in the Contract or at law.

18 LOCAL CONTENT

The Contractor acknowledges that the Company may be subject to obligations ("**local content obligations**") which may require the Company to give preference to local suppliers or contractors with regard to the acquisition of goods or services. The Contractor must, in relation to the Work (including insofar as it is applicable to subcontractors), comply with the local content obligations referred to in the Contract and with Laws in respect of local content, and must provide sufficient information and reasonable assistance to allow its compliance to be monitored and/or audited.

19 CONTRACTOR'S INVESTIGATIONS

- (a) The Contractor will be deemed to have examined, verified, and taken into account all local and other conditions affecting the performance of the Work and all information which is relevant to the risks, contingencies and other circumstances which could affect its performance of the Work, whether provided by the Company or otherwise obtainable by the making of reasonable enquiries.
- (b) The Company gives no warranty of accuracy, sufficiency or completeness in relation to information provided to the Contractor and disclaims all responsibility for such information. The Company will not be liable to the Contractor, in contract or tort or under any Law, for any inaccuracy in or inadequacy of information provided to the Contractor in relation to the Work.

20 INTELLECTUAL PROPERTY

- (a) Nothing in the Contract affects a Party's title to its Background Intellectual Property.
- (b) All New Intellectual Property incorporated in any Goods supplied by the Contractor under this Contract will vest in the Contractor. All other New Intellectual Property will vest in the Company as soon as the preparation, production or commencement thereof commences.
- (c) The Contractor grants to the Company Group a royalty free, irrevocable, non-exclusive, perpetual, sub-licensable, transferable, world-wide licence to use, modify, adapt, copy and distribute (including electronically distribute) the Contractor's Background Intellectual Property and any Contractor New Intellectual Property for any purposes in connection with the Work or the project for which the Work is being performed. Where Company owns the New Intellectual Property, Company may use Contractor's Background Intellectual Property to exercise its rights in relation to the New Intellectual Property.
- (d) THE CONTRACTOR WILL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ALL CLAIMS FOR, OR ARISING OUT OF, ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF:
 - (i) ANY OF THE INTELLECTUAL PROPERTY LICENSED BY THE CONTRACTOR TO THE COMPANY UNDER THIS CLAUSE 20 OR CONTAINED IN ANY INFORMATION SUPPLIED BY THE CONTRACTOR TO THE COMPANY; OR
 - (ii) ANY INTELLECTUAL PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS OF THE CONTRACTOR UNDER THE CONTRACT.
- (e) The Company grants to the Contractor a royalty free, non-exclusive, non-transferable and sub-licensable worldwide licence to use the Company's Background Intellectual Property and New Intellectual Property for the sole purpose of performing its obligations under the Contract.

21 INSPECTION AND TESTING

The Company, and all persons (including any of Company's Other Contractors) as notified by the Company to the Contractor, shall have the right to carry out reasonable inspections and testing to ensure that the Work is in compliance with the Contract. The Contractor will render such reasonable assistance (including access to any premises at which the Work is being performed, including those of the Contractor and its subcontractors of any tier) as may be required to facilitate such inspections and testing.

22 VARIATIONS TO THE WORK

- (a) The Company has the right to issue instructions to the Contractor at any time to make any variations to the Work (including any additions or reductions to the scope of Work). Contractor must comply with Company's instruction without delay irrespective of whether any additional payment has been determined pursuant to Clause (b).
- (b) Any additional payment payable to the Contractor as a result of any variation will be valued at the appropriate rates and prices included in the Contract or, in the absence of any appropriate rates and prices, a fair valuation will be made by mutual agreement between the Parties, or (if such agreement is not reached within a reasonable period of time) as determined by the Company.
- (c) The Contractor is not entitled to any additional payment if the Company requests the Contractor to perform remedial work due to any defect or if the relevant variation is due to any default on the part of the Contractor.

23 RATES AND PRICES

Except as otherwise expressly provided in the Contract, the Company will pay the Contractor the prices specified in, or to be derived from the rates specified in, the Contract as the sole consideration for the Contractor's performance of its obligations under the Contract. The price which the Company has agreed to pay for the Work is exclusive of VAT but includes all other Taxes. The Contractor is responsible for all costs, expenses and liabilities incurred by the Contractor in connection with the performance of the Work.

24 INVOICING AND PAYMENT

- (a) As and when the Contractor becomes entitled under the Contract to apply for a payment, the Contractor must forward an invoice including satisfactory documentary evidence of the validity of the invoice and amounts claimed in the form required by the Company at the address for payment of invoices specified in the Contract. The Contractor must prepare invoices in a form satisfactory to the Company for the purposes of meeting Company's Taxation and invoice processing requirements. Contractor will submit with Contractor's invoice (in the event a single invoice will be issued upon completion of the Work) or Contractor's final invoice (if Contractor is entitled to issue multiple invoices under the Contract) an executed final conditional lien and claim waiver in the form attached hereto as Exhibit "B".
- (b) Unless otherwise stated, the Contractor will be entitled to render an invoice upon completion of the Work or, where performance of the Contract may exceed 30 days in duration, at the end of each calendar month in which the Contract is performed.
- (c) Subject to the Contractor's compliance with Clause 24(a) the Company will pay the Contractor any amount due by no later than thirty (30) days after receipt of a correctly prepared and adequately supported invoice from Contractor.

25 TAXES

- (a) The Contractor will comply with all Laws relating to Taxation.
- (b) The Contractor is responsible for and is deemed to have allowed for in the rates and prices, and will save, indemnify, defend and hold harmless the Company Group from and against, any and all Taxes, including, without limitation, sales, use, value added, excise, payroll, property, income, profits, and corporation Taxes and Taxes on capital gains, levied or imposed in respect of the Work and any Claims with respect thereto.
- (c) The Company shall be entitled to withhold from payments to or for the benefit of the Contractor such amounts as are required to be withheld under applicable Laws (including, without limitation, all withholding Taxes, minimum Taxes, gross receipts, deemed profit or deemed net profit Taxes, deemed salary and wage Taxes and Taxes in respect of turnover) and remit such amounts to the Governmental Authorities. Any amounts so withheld shall be treated for all purposes of this Contract as having been paid to the Contractor. The Contractor must as soon as practicable advise the Company of any applicable Laws that may require

such a withholding.

- (d) The Company will furnish to the Contractor all reasonably available government receipts or other evidence substantiating remittance to the Governmental Authority for all Taxes withheld.
- (e) The Company will not be liable, and the Contractor will have no claims against the Company:
 - (i) in respect to any sum of money which would otherwise be payable to or for the benefit of the Contractor under the Contract; and
 - (ii) which the Company has withheld from such payment and paid in accordance with the provisions of any relevant Law, to the person, Governmental Authority or establishment legally entitled to accept payment (including, without limitation, any withholding in respect of Taxes pursuant to Clause 25(c)).
- (f) Within 30 days of the date the Contract has been signed, and prior to submission of any invoices under the Contract, the Contractor must provide the Company with evidence that the Contractor has registered the Contract with all relevant authorities (if any) and has paid all necessary stamping or registration charges and has otherwise done all things necessary to ensure the Contract is of full legal force and effect.
- (g) The Contractor must comply with such directions, provide such information and documents and complete and execute such documents as the Company reasonably requires for Taxation related purposes.
- (h) The Parties agree that the rates and prices herein for any supply of Goods or services under the Contract are stated exclusive of VAT which may become payable under the Taxation Laws of the Country.
- (i) Where VAT is payable under the Laws of the Country on any supply of Goods or services made under this Contract, the Party making the supply will charge to the Party receiving the supply, and the Party receiving the supply will reimburse the supplier for, the VAT paid by the supplier to the relevant Governmental Authority, subject to the supplier issuing to the recipient a valid Tax invoice or the equivalent, in accordance with the Laws of the Country, for that supply, provided that the Parties shall use commercially reasonable efforts to minimize the imposition of any such VAT, including by providing exemption certificates or other documentation required to substantiate exemptions or by separately stating charges for separate components of the supply or the Work.
- (j) If this Contract requires the Company to pay for, reimburse or indemnify the Contractor against any expense or liability ("**Reimbursable Expense**") incurred by the Contractor, the amount to be paid, reimbursed or indemnified is the amount of the Reimbursable Expense less any input Tax credit, rebate or similar Tax benefit to which the Contractor is entitled in respect of the Reimbursable Expense.

26 INDEMNITIES

THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS CLAUSE COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS CONTRACT HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE OTHER PARTY AND ITS GROUP.

Property and Personal Injury Indemnities Given By Contractor

- (A) CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) TO THE EXTENT THAT SUCH CLAIMS RESULT FROM PERSONAL INJURY TO OR DEATH OF ANY PERSON (OTHER THAN EMPLOYEES OF ANY MEMBER OF THE CONTRACTOR GROUP, THE COMPANY GROUP, OR THE OTHER CONTRACTOR GROUP), AND DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY PERSON (INCLUDING THE WORK, THE GOODS, AND

THE COMPANY EQUIPMENT, BUT OTHER THAN ANY OTHER PROPERTY OF ANY MEMBER OF THE CONTRACTOR GROUP, THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP) TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE, IN CONNECTION WITH THE WORK, OF ANY MEMBER OF THE CONTRACTOR GROUP OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.

- (B) NOTWITHSTANDING THE PROVISIONS OF CLAUSE 26(A), CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM OR RELATED TO INJURY TO OR DEATH OF EMPLOYEES, OFFICERS OR DIRECTORS OF ANY MEMBER OF THE CONTRACTOR GROUP OCCURRING IN CONNECTION WITH THE WORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH INJURY OR DEATH, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP.
- (C) NOTWITHSTANDING THE PROVISIONS OF CLAUSE 26(A), CONTRACTOR SHALL WAIVE AND RELEASE (AND SHALL CAUSE THE CONTRACTOR GROUP TO WAIVE AND RELEASE) THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY MEMBER OF THE CONTRACTOR GROUP OCCURRING IN CONNECTION WITH THE WORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP.
- (D) NOTWITHSTANDING THE PROVISIONS OF CLAUSE 26(A), CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY MEMBER OF THE CONTRACTOR GROUP OCCURRING IN CONNECTION WITH THE WORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP.

Property and Personal Injury Indemnities Given By Company

- (E) EXCEPT AS OTHERWISE PROVIDED IN CLAUSE 26(H), COMPANY SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) RESULTING FROM OR RELATED TO INJURY TO OR DEATH OF ANY MEMBER OF THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP OCCURRING IN CONNECTION WITH THE WORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH INJURY, DEATH, DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP.
- (F) EXCEPT AS OTHERWISE PROVIDED IN CLAUSE 26(H), COMPANY SHALL WAIVE AND RELEASE (AND SHALL CAUSE THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP TO WAIVE AND RELEASE) THE CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) RESULTING FROM OR RELATED TO DAMAGE TO OR DESTRUCTION OF PROPERTY (EXCLUDING THE WORK, THE GOODS, AND THE COMPANY EQUIPMENT) OF ANY MEMBER OF THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP OCCURRING IN CONNECTION WITH THE WORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP.
- (G) EXCEPT AS OTHERWISE PROVIDED IN CLAUSE 26(H), COMPANY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM OR RELATED TO DAMAGE TO OR DESTRUCTION OF PROPERTY (EXCLUDING THE WORK,

THE GOODS, AND THE COMPANY EQUIPMENT) OF COMPANY GROUP OR THE OTHER CONTRACTOR GROUP OCCURRING IN CONNECTION WITH THE WORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP.

Pollution Indemnities

- (H) CONTRACTOR HEREBY AGREES TO WAIVE, RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) THAT ARISE OUT OF OR RESULT FROM THIS CONTRACT OR THE WORK, OPERATIONS OR SERVICES ADDRESSED HEREUNDER TO THE EXTENT SUCH CLAIMS RESULT FROM ANY MEMBER OF CONTRACTOR GROUP'S USE, HANDLING OR DISPOSAL OF HAZARDOUS MATERIALS BROUGHT ONTO OR GENERATED AT THE WORKSITE OR ANY OFF-SITE RIGHTS OR WAYS AND EASEMENTS BY ANY MEMBER OF THE CONTRACTOR GROUP OR TO THE EXTENT CONTRACTOR'S ACTIONS OR INACTIONS INCREASE THE AMOUNT OF ANY SUCH CLAIMS RESULTING FROM ANY PRE-EXISTING HAZARDOUS MATERIALS, INCLUDING ANY RESULTING CONTAMINATION OR POLLUTION.
- (I) EXCEPT AS PROVIDED BY CLAUSES 26(E), 26(F) AND 26(G), CONTRACTOR AGREES TO WAIVE, RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) ARISING FROM POLLUTION OCCURRING ON THE PREMISES OF THE CONTRACTOR GROUP OR EMANATING FROM PROPERTY OF THE CONTRACTOR GROUP (INCLUDING CONTRACTOR EQUIPMENT) ARISING FROM, RELATING OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF THE CAUSE OF SUCH POLLUTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP.

General Provisions for Indemnities

- (J) NOT LATER THAN FIFTEEN (15) DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM THE INDEMNIFIED PARTY TO THE INDEMNIFYING PARTY OF ANY CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION ASSERTED AGAINST SUCH INDEMNIFIED PARTY FOR WHICH THE INDEMNIFYING PARTY HAS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS UNDER THIS CONTRACT, WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS ASSERTED IN A LEGAL, JUDICIAL, ARBITRAL OR ADMINISTRATIVE PROCEEDING OR ACTION OR BY NOTICE WITHOUT INSTITUTION OF SUCH LEGAL, JUDICIAL, ARBITRAL OR ADMINISTRATIVE PROCEEDING OR ACTION, THE INDEMNIFYING PARTY SHALL AFFIRM IN WRITING BY NOTICE TO SUCH INDEMNIFIED PARTY THAT THE INDEMNIFYING PARTY WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SUCH INDEMNIFIED PARTY AND SHALL, AT THE INDEMNIFYING PARTY'S OWN COST AND EXPENSE, ASSUME ON BEHALF OF THE INDEMNIFIED PARTY AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL SELECTED BY THE INDEMNIFYING PARTY AND REASONABLY SATISFACTORY TO SUCH INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT SUCH INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO BE REPRESENTED THEREIN BY ADVISORY COUNSEL OF ITS OWN SELECTION, AND AT ITS OWN EXPENSE; AND PROVIDED FURTHER THAT IF THE DEFENDANTS IN ANY SUCH ACTION OR PROCEEDING INCLUDE THE INDEMNIFYING PARTY AND AN INDEMNIFIED PARTY AND THE INDEMNIFIED PARTY SHALL HAVE REASONABLY CONCLUDED THAT THERE MAY BE LEGAL DEFENSES AVAILABLE TO IT WHICH ARE DIFFERENT FROM OR ADDITIONAL TO, OR INCONSISTENT WITH, THOSE AVAILABLE TO THE INDEMNIFYING PARTY, SUCH INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO SELECT UP TO ONE SEPARATE COUNSEL TO PARTICIPATE IN THE DEFENSE OF SUCH ACTION OR PROCEEDING ON ITS OWN BEHALF AT THE REASONABLE EXPENSE OF THE INDEMNIFYING PARTY. IN THE EVENT OF THE FAILURE OF THE INDEMNIFYING PARTY TO PERFORM FULLY IN ACCORDANCE WITH THE DEFENSE OBLIGATIONS UNDER THIS CLAUSE 26(J), SUCH INDEMNIFIED PARTY MAY, AT ITS OPTION, AND WITHOUT RELIEVING THE INDEMNIFYING PARTY OF ITS OBLIGATIONS HEREUNDER, SO PERFORM, BUT ALL DAMAGES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES, SETTLEMENT PAYMENTS AND JUDGMENTS) SO INCURRED BY SUCH INDEMNIFIED PARTY IN THAT EVENT SHALL BE REIMBURSED BY THE INDEMNIFYING PARTY TO SUCH INDEMNIFIED PARTY, TOGETHER WITH INTEREST ON SAME FROM THE DATE ANY SUCH COST AND EXPENSE WAS PAID BY SUCH INDEMNIFIED PARTY UNTIL REIMBURSED BY THE INDEMNIFYING PARTY AT THE INTEREST RATE

SET FORTH IN [SECTION 4 – RATES AND PRICES].

- (K) EXCEPT AS OTHERWISE SET FORTH IN CLAUSES 26(B) THROUGH 26(G) AND CLAUSE 26(I) , THE INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATIONS FOR PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE UNDER THIS CONTRACT SHALL APPLY REGARDLESS OF WHETHER THE INDEMNIFIED PARTY WAS CONCURRENTLY NEGLIGENT (WHETHER ACTIVELY OR PASSIVELY), IT BEING AGREED BY THE PARTIES THAT IN THIS EVENT, THE PARTIES' RESPECTIVE LIABILITY OR RESPONSIBILITY FOR SUCH DAMAGES, LOSSES, COSTS AND EXPENSES UNDER THIS CLAUSE 26 SHALL BE DETERMINED IN ACCORDANCE WITH PRINCIPLES OF COMPARATIVE NEGLIGENCE. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY, EXCLUSIONS, LIMITATIONS AND APPORTIONMENTS OF LIABILITY AND INDEMNITIES EXPRESSED IN THIS CONTRACT SHALL APPLY EVEN IN THE EVENT OF FAULT, NEGLIGENCE (IN WHOLE OR IN PART), STRICT LIABILITY, BREACH OF CONTRACT OR OTHERWISE OF THE PARTY RELEASED OR WHOSE LIABILITY IS WAIVED, DISCLAIMED, LIMITED, FIXED OR INDEMNIFIED AND SHALL EXTEND IN FAVOR OF MEMBERS OF THE COMPANY GROUP AND THE CONTRACTOR GROUP.
- (L) IN THE EVENT THAT ANY INDEMNITY PROVISIONS IN THIS CONTRACT ARE CONTRARY TO THE LAW GOVERNING THIS CONTRACT, THEN THE INDEMNITY OBLIGATIONS APPLICABLE HEREUNDER SHALL BE APPLIED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

Special Provisions for Indemnities

- (M) COMPANY AND CONTRACTOR AGREE THAT THE LOUISIANA OILFIELD ANTI-INDEMNITY ACT, LA. REV. STAT. § 9:2780, AND THE LOUISIANA CONSTRUCTION ANTI-INDEMNITY ACT, LA REV. STAT. § 9:2780.1, ARE INAPPLICABLE TO THIS CONTRACT AND THE PERFORMANCE OF THE WORK. APPLICATION OF THESE CODE SECTIONS TO THIS CONTRACT WOULD BE CONTRARY TO THE INTENT OF THE PARTIES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT THESE CODE SECTIONS ARE APPLICABLE TO THIS CONTRACT OR THE WORK. IN ADDITION, IT IS THE INTENT OF THE PARTIES IN THE EVENT THAT THE AFOREMENTIONED ACT WERE TO APPLY THAT EACH PARTY SHALL PROVIDE INSURANCE TO COVER THE LOSSES CONTEMPLATED BY SUCH CODE SECTIONS AND ASSUMED BY EACH SUCH PARTY UNDER THE INDEMNIFICATION PROVISIONS OF THIS CONTRACT, AND CONTRACTOR AGREES THAT THE CONTRACT PRICE (AS MAY BE ADJUSTED PURSUANT TO THE TERMS OF THIS CONTRACT) COMPENSATES CONTRACTOR FOR THE COST OF PREMIUMS FOR THE INSURANCE PROVIDED BY IT UNDER THIS CONTRACT. THE PARTIES AGREE THAT EACH PARTY'S AGREEMENT TO SUPPORT THEIR INDEMNIFICATION OBLIGATIONS BY INSURANCE SHALL IN NO RESPECT IMPAIR THEIR INDEMNIFICATION OBLIGATIONS.
- (N) Contractor shall require that every subcontractor of every tier agree to the provisions consistent with these sub-clauses (M) through (O) of this Clause 26, which shall be inserted into each subcontract or purchase order, as applicable, with such subcontractor.
- (O) In all cases where Contractor's employees (meaning Contractor's direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation Act, La. R.S. 23:1021 et seq., the Parties agree that the Company, the Operator, and each LNG Facility Owner (each, a "Statutory Employer Party") each shall be and hereby is designated as the statutory employer of Contractor's direct, borrowed, special and statutory employees, pursuant to La. R.S. 23:1061(A)(3). The Parties further agree that the Work is an integral part of and essential to each Statutory Employer Party's ability to generate its goods, products and services. This provision is included for the sole purpose of establishing a statutory employer relationship to gain the benefits expressed in La. R.S. 23:1061, and is not intended to create an employer/employee relationship for any other purpose. Each Statutory Employer Party shall be entitled to all rights and protections afforded a statutory employer under La. R.S. 23:1061, including without limitation the indemnification under La. R.S. 23:1061(B), and such indemnification shall apply notwithstanding anything to the contrary in this Contract. Neither Contractor nor its underwriters shall be entitled to seek contribution from any Statutory Employer Party for any worker's compensation benefits payments made on behalf of any of Contractor's direct, borrowed, special or statutory employees for purposes of La. R.S. 23:1031(C).

27 INSURANCE

General

- (a) Each Required Insurance must be placed with insurers acceptable to Company and with a financial security rating of A- or better (Standard & Poor's / A M Best).
- (b) The Contractor must ensure that each Required Insurance fully complies with all applicable Laws.
- (c) The Contractor must ensure that the Required Insurance remains in full force and effect throughout the term of the Contract
- (d) The obligation to take out insurance in no way limits or affects the liability of either Party under the Contract.
- (e) Except where expressly provided in this Contract, the Required Insurances to be taken out by the Contractor are primary to, and without right of contribution from, any insurance or self-insurance Company Group may have.
- (f) If, in compliance with the provisions hereof governing assignability, Contractor employs subcontractors to perform any work hereunder, Contractor shall require such subcontractors to obtain, maintain and document to Contractor the existence of insurance coverage equivalent to that which said subcontractors would have been required to furnish to Company had they executed this Contract as Contractor. Upon reasonable request, Contractor shall make available to Company the insurance documentation in its possession relating to subcontractors performing work on transactions governed by this Contract.
- (g) All insurance (other than employers liability / workers compensation insurance) must:
- include the Company Group as additional assureds;
 - be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights, against the Company Group in relation to the Contract to the extent of the liabilities assumed by the Contractor under the Contract;
 - be endorsed to provide that the insurance operates as if a separate policy of insurance had been issued to each insured (subject always to the overall sum insured not being increased thereby);
 - provide that the Contractor must immediately advise the Company should insurers issue a notice of cancellation of, or if there is a material change to, cover.

Insurance to be Procured and Maintained by Contractor:

- (h) Workers' Compensation insurance complying with all applicable laws and including Employers Liability of US\$1,000,000 per accident, including cover for Occupational Disease. The policy shall include coverage for Company as an alternate employer. If any member of Contractor Group will be working or performing services on near or above water when performing the Contract then such policies shall include United States Longshore and Harbor Workers' Compensation Act coverage and coverage under the Jones Act, Death on the High Seas Act, Outer Continental Shelf Lands act and maritime laws.
- (i) Commercial general liability insurance on an occurrence form covering bodily injury and property damage including broadform coverage for contractual liability, with a combined single limit of not less than US\$1,000,000 per occurrence and not less than US\$2,000,000 in the annual aggregate. Such insurance shall include the following:
- Premises and operations coverage;
 - Products and completed operations coverage for a minimum of two years;
 - Cross suits exclusion removed;
- (j) Excess Liability Insurance (with the exception of Workers Compensation insurance) in forms at least as broad as the underlying coverage. Such limits of liability shall not be less than \$5,000,000 per occurrence for onshore work and \$10,000,000 per occurrence for offshore work.

- (k) Auto liability for owned, hired and non-owned vehicles with a minimum combined single limit of not less than US\$1,000,000 per occurrence.;
- (l) If Contractor fails to maintain any of the required insurance Contractor shall become an insurer to the extent of any such failure and shall, in addition, indemnify and hold harmless Company Group against all claims which would otherwise be covered by said insurance.
- (m) The Contractor will at the request of the Company provide for inspection copies of certificates of currency in respect of the insurances required to be taken out by the Contractor.

Company Provided Insurance

Builder's Risk Insurance

- (n) Company, through its Other Contractor, Bechtel Energy Inc. ("Bechtel") shall procure and maintain Builder's Risk Insurance and Marine Cargo Insurance covering all risks of physical loss of and/or damage to the LNG Facility, including Goods while in transit, for the duration of the project phase. Such insurances shall be primary and shall include a waiver of subrogation in favor of the Contractor and its suppliers and subcontractors of any tier. Contractor's liability for physical loss or physical damage to the LNG Facility shall be limited to the indemnity provisions as set forth in Clause 26.
- (o) Contractor and its suppliers and subcontractors of any tier shall be included as Additional Insureds as respects the Builder's Risk Insurance.
- (p) Contractor shall abide by all reasonable requirements, instructions, and conditions of Company's Builder's Risk or Marine Cargo insurers.
- (q) Contractor shall be responsible for paying the deductible up to \$1,000,000 under such policy for loss or damage to labor and materials, Goods or supplies which are to become a permanent part of the LNG Facility caused by the negligence or fault of Contractor Group or by any defect in the Work or the Goods.

28 TERMINATION FOR CONVENIENCE

- (a) The Company may at any time give written notice to the Contractor to terminate the Contract for the Company's convenience.
- (b) In the event of termination under this Clause 28, the Contractor will be entitled to payment as set out in the Contract for the part of the Work performed in accordance with the Contract up to the date of termination (the "Payment for Work Performed"), together with any such other payments and fees as may be set out in the Contract or, in the absence of any such provision, such direct close-out costs which are reasonably and unavoidably incurred by the Contractor as a direct result of such termination and which are not allowed for in the Payment for Work Performed.

29 TERMINATION FOR DEFAULT

- (a) If the Contractor defaults in or materially breaches any of its obligations pursuant to the Contract or an Insolvency Event occurs, the Company may by written notice terminate the Contract or all or any part of the Work for default. The Contractor will be liable to the Company for all additional costs, expenses, losses or damages reasonably incurred by the Company as a direct result of such Contractor's default or material breach of Contractor's obligations under this Contract or Insolvency Event. In the event of such termination, the Contractor will be entitled to payment as set out in the Contract for the part of the Work performed in accordance with the Contract up to the date of termination, provided that such payment shall be adjusted to account for the additional costs, expenses, losses or damages incurred by Company and such payment will not become due to the Contractor until the costs of completing the Work and all other costs, expenses, losses or damages arising as a result of such Contractor's default or breach or Insolvency Event have been finally ascertained.
- (b) Any termination under this Clause or any other provision of the Contract will be without prejudice to any accrued rights of either Party.

30 BUSINESS ETHICS

Code of Conduct

- (a) The Contractor must at all times comply with the Supplier Code of Business Conduct and the Anti-Bribery and Corruption Policy.

Contractor's Warranties

- (b) The Contractor represents and warrants that, with respect to or in connection with the subject matter of the Contract:
 - (i) neither it nor any of its officers, directors, employees, related bodies corporate or agents have:
 - (A) offered, authorised, promised, given, solicited or accepted and none of the foregoing will offer, authorise, promise give, solicit or accept, to or from a Government Official or any other person, directly or indirectly, any payment, gift, service, thing of value or other advantage where such payment, gift, service, thing of value or other advantage would be an ABC Law Violation, and
 - (B) engaged in or allowed, and none of the foregoing will engage in or allow, any conduct which would constitute a Modern Slavery Law Violation; and
 - (ii) it will otherwise comply with the ABC Law and the Modern Slavery Law.

Subcontractors

- (c) Before the award of any subcontract, the Contractor must:
 - (i) procure a warranty in the same terms as set out in Clause 30(b) from such subcontractor in favour of Contractor;
 - (ii) conduct, or procure the conduct of, a due diligence on the proposed subcontractor's ability to comply with ABC Law and Modern Slavery Law that a reasonable and prudent contractor subject to the ABC Law and the Modern Slavery Law would conduct under the circumstances to a standard that is proportionate to the identified risk; and
 - (iii) conduct, or procure that each of its subcontractors conduct a due diligence on their proposed subcontractors that satisfies Clause 30(c)(ii).

Books and Records

- (d) The Contractor must:
 - (i) maintain adequate internal controls over all transactions in relation to the Contract;
 - (ii) properly record all transactions in relation to the Contract;
 - (iii) maintain accurate books and records in relation to each transaction for a period of no less than five years from the date of such transaction; and
 - (iv) procure each of its subcontractors to do the same.

Right of Termination

- (e) Subject to Clause 30(f) below, if Contractor or any of its subcontractors commits an ABC Law Violation or a Modern Slavery Law Violation then Company may terminate the Contract for breach, by giving written notice of termination to Contractor.
- (f) Company shall not terminate the Contract pursuant to Clause 30(e) above for an ABC Law Violation or a Modern Slavery Law Violation where the ABC Law Violation or the Modern Slavery Law Violation was committed by a subcontractor and Contractor terminates or procures the termination of the relevant subcontract as soon as reasonably practicable.
- (g) In the event of termination in accordance with Clause 30(e), Contractor shall be entitled to payment only for that part of the work properly performed as part of the Scope of Work, up to the date of termination, and Clause 29 applies.
- (h) Contractor must procure that each subcontract includes a termination clause as described in this Clause 30.
- (i) Any right of termination under this Clause 30 is additional to any other right of termination the Company may have, either in the Contract or at law.

Audit Rights

- (j) Company may, on reasonable notice and at its sole expense, conduct an audit of books and records referred to in Clause 30(d) for the purpose of verifying compliance with the terms of the Contract or to determine whether an ABC Law Violation or a Modern Slavery Law Violation has occurred.
- (k) Contractor agrees to obtain similar audit rights in each subcontract, so that for any subcontract that was entered into solely for the performance of the Contract, Company or Contractor may audit the books and records of the subcontractor, in the same manner as set out in this provision.

31 EXCLUSION OF CONSEQUENTIAL LOSS

- (a) For the purposes of this Clause 31 the expression "Consequential Loss" will mean:
 - (i) consequential or indirect loss; and
 - (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in Clause 31(a)(i) above, and whether or not foreseeable at the Effective Date.
- (b) Subject to Clause 31(b) below, neither Company Group or Contractor Group is liable to the other for, and Company Group hereby waives and releases Contractor Group and Contractor Group hereby waives and releases the Company Group from any claim for, Consequential Loss arising from, relating to or in connection with this Contract. In addition, Contractor hereby waives and releases Other Contractors from any claim for, Consequential Loss arising from, relating to or in connection with this Contract, provide that such Other Contractor has provided an equivalent waiver in favour of the Contractor.
- (c) Nothing in Clause 31(b) relieves:
 - (i) a Party from its indemnities given under Clauses 26 or the Contractor from its indemnity given under Clause 20;
 - (ii) a Party from any liability under Clauses 10 or 25;
 - (iii) a Party from any fine or penalty imposed, or liability in relation to any claim of a third party, under any applicable Law (other than common law or equity);
 - (iv) a Party from any liability arising from fraud or fraudulent misrepresentation or willful misconduct or arising from its repudiation of the Contract.

32 LIMITATIONS ON LIABILITY

- (a) Subject to Clause 32(b) below, the Contractor's total cumulative liability to the Company under the Contract, in tort or otherwise at law will be limited to the Contract price.
- (b) The above limitation under Clause 32(a) will not apply to:
 - (i) any of the indemnities given by the Contractor under Clauses 20 and 26;
 - (ii) any liability of the Contractor to remedy defects;
 - (iii) liability of the Contractor under Clauses 10, 12, 16, 17 or 25 or for any fine or penalty imposed; or
 - (iv) any liability of the Contractor arising from fraud or fraudulent misrepresentation or willful misconduct or arising from its abandonment or repudiation of the Contract.
- (c) Any limitation of liability given by the Company to the Contractor under the Contract will include the Affiliates of the Contractor.
- (d) Any limitation of liability given by the Contractor to the Company under the Contract will include each member of the Company Group.
- (e) If and to the extent that a liability of the Contractor is covered by any insurance policy which the Company or the Contractor is obliged to take out or maintain under Clause 27, and the Contractor receives proceeds in respect thereof (or would have done so but for:
 - (i) any act or omission on the part of the Contractor; or

- (ii) the operation of the cap on its liability under Clause 32(a)),

the payment of sums equivalent to the proceeds and the deductibles will not count towards or act to reduce the unexpended amount of any limitation on such liability of the Contractor.

33 GOVERNING LAW AND JURISDICTION

- (a) This Contract shall be governed by, and construed in accordance with, the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law), except that the Texas Construction Anti-Indemnity Statute does not apply to this Contract and the performance of the Work and each Party hereby irrevocably waives any right to contend that such statute is applicable to this Contract or the Work. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract and shall be disclaimed in and excluded from any subcontracts entered into by Contractor in connection with the Work.

34 DISPUTE RESOLUTION

- (a) In the event that any claim, dispute or controversy arising out of or relating to this Contract (including the breach, termination or invalidity thereof, and whether arising out of tort or contract) ("Dispute") cannot be resolved informally within thirty (30) days after the Dispute arises, either Party may give written notice of the Dispute ("Dispute Notice") to the other Party requesting that a representative of Company's senior management and Contractor's senior management meet in an attempt to resolve the Dispute. Each such management representative shall have full authority to resolve the Dispute and shall meet at a mutually agreeable time and place within thirty (30) days after receipt by the non-notifying Party of such Dispute Notice, and thereafter as often as they deem reasonably necessary to exchange relevant information and to attempt to resolve the Dispute. In no event shall this Clause 34(a) be construed to limit either Party's right to take any action under this Contract, including Company's rights under Clauses 28 and 29. The Parties agree that if any Dispute is not resolved within ninety (90) days after receipt of the Dispute Notice given in this Clause 34(a), then either Party may by notice to the other Party refer the Dispute to be decided by final and binding arbitration in accordance with Clause 34(b).
- (b) Unless resolved amicably in accordance with Clause 34(a), any Dispute shall be finally settled by arbitration in accordance with this Clause 34(b). Any arbitration held under this Contract shall be held in Houston, Texas, unless otherwise agreed by the Parties, shall be administered by the Dallas, Texas office of the American Arbitration Association ("AAA") and shall, except as otherwise modified by this Clause 34(b), be governed by the AAA's Construction Industry Arbitration Rules and Mediation Procedures (including Procedures for Large, Complex Construction Disputes) (the "AAA Rules"). The number of arbitrators required for the arbitration hearing shall be determined in accordance with the AAA Rules. The arbitrator(s) shall determine the rights and obligations of the Parties according to the substantive law of the state of Texas, excluding its conflict of law principles, as would a court for the state of Texas; provided, however, the law applicable to the validity of the arbitration clause, the conduct of the arbitration, including resort to a court for provisional remedies, the enforcement of any award and any other question of arbitration law or procedure shall be the Federal Arbitration Act, 9 U.S.C.A. § 2. Issues concerning the arbitrability of a matter in dispute shall be decided by a court with proper jurisdiction. The Parties shall be entitled to engage in reasonable discovery, including the right to production of relevant and material documents by the opposing Party and the right to take depositions reasonably limited in number, time and place; provided that in no event shall any Party be entitled to refuse to produce relevant and non-privileged documents or copies thereof requested by the other Party within the time limit set and to the extent required by order of the arbitrator(s). All disputes regarding discovery shall be promptly resolved by the arbitrator(s). This agreement to arbitrate is binding upon the Parties, Contractor's surety (if any) and the successors and permitted assigns of any of them. At either Party's option, any other person may be joined as an additional party to any arbitration conducted under this Clause 34(b), provided that the party to be joined is or may be liable to either Party in connection with all or any part of any Dispute between the Parties. Without limiting the foregoing, if there are common issues of fact or law

- in connection with any Disputes in an arbitration conducted under this Clause and any disputes in connection with any arbitration under any agreement, either Party may consolidate the arbitrations to the extent necessary to avoid inconsistent determinations. Contractor agrees, upon Company's election, to the joinder in any arbitration between Company and Contractor's parent arising out of or relating to this Contract. The arbitration award shall be final and binding, in writing, signed by all arbitrators, and shall state the reasons upon which the award thereof is based. The Parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof.
- (c) Notwithstanding any Dispute, it shall be the responsibility of each Party to continue to perform its obligations under this Contract pending resolution of Disputes. Company shall, subject to its right to withhold or offset amounts pursuant to this Contract, continue to pay Contractor undisputed amounts in accordance with this Contract and, except as provided in this Contract, continue to perform all of its obligations under this Contract; provided, however, in no event shall the occurrence of any negotiation or arbitration prevent or affect Company from exercising its rights under this Contract, including Company's right to terminate pursuant to Clauses 28 and 29.
- (d) The Parties acknowledge that Contractor may enter into subcontracts pursuant to this Contract. The Parties further acknowledge that the disposition of a dispute between the Contractor and any of its subcontractors may affect the rights or interests of Company pursuant to this Contract. All submissions, decisions, and award(s) submitted or rendered in connection with any such dispute between Contractor and any of its subcontractors may be provided to the Parties and to the arbitration tribunal or court in any Dispute hereunder, used by the arbitration tribunal or court as evidence, and relied upon to support arguments as to their effects in any Dispute to which Company is a party. Contractor shall cause each of its subcontractors to agree to resolve any dispute between Contractor and such subcontractor arising out of or relating to any subcontract between Contractor and such subcontractor to be resolved exclusively by final and binding arbitration held in Houston, Texas, administered by the AAA and governed by the Rules, and Contractor shall release, waive, defend, indemnify and hold harmless each member of the Company Group from and against any Claims brought contrary to such undertaking by Contractor.
- (e) Neither Party is restrained by operation of this Clause 34 from applying to a court of competent jurisdiction to seek urgent relief (including injunction or conservatory measure). The application by a Party for such urgent relief is not an infringement or waiver of the arbitration agreement and does not affect the power of the arbitral tribunal.

35 NOTICES

- (a) Except as otherwise stated in the Contract, any notice in respect of the Contract must be given in writing and delivered by hand, or sent by fax or post to the relevant address specified in Section 1 - Form of Agreement and copied to such other office or offices of the Parties as are from time to time be nominated by them in writing to the other. Copies of formal notices may be delivered by email but a notice delivered by email shall not be sufficient for purposes of this Contract.
- (b) Any such notice will be effective:
- (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by fax, at the time of transmission unless transmitted after the close of normal business hours or on a non-Business Day, in which case it is effective on the next Business Day following the date of sending; or
 - (iii) if sent by post, on the third Business Day after the date of posting.

36 GENERAL

- (a) The Contractor will not be relieved from any responsibility, obligation or liability by any review, approval, authorisation, acknowledgement, test, inspection or the like, by the Company any person on its behalf or by any failure of the Company or any such person to do any of the foregoing.

- (b) The Contractor will be responsible under the Contract for all acts and omissions of the Contractor Group as if they were acts and omissions of the Contractor.
- (c) Title to the deliverables in the Work will vest in the Company as soon as preparation of those deliverables commences.
- (d) The Contractor must ensure that all items provided by the Contractor under the Contract are free from all liens, attachments, charges, other encumbrances and retention of title claims from any third party.
- (e) The Contractor may not assign the Contract or any part of it without the Company's prior written consent.
- (f) The Company may assign the Contract, any part of it or any of its interests or benefits under it to any person, but must, within a reasonable time after any such assignment, give notice thereof to the Contractor.
- (g) The Contract constitutes the entire agreement between the Parties relating to the subject-matter hereof and supersedes all previous negotiations and communications.
- (h) The Contract may only be amended by written agreement between the Company and Contractor.
- (i) In the event of termination or expiration of the Contract, the provisions which are expressed or intended to survive such termination or expiration, including without limitation those pertaining to warranty, indemnities, audit, confidentiality, intellectual property, insurance, exclusion of consequential losses, limitation of liability compliance, governing law and jurisdiction shall remain in full force and effect.

PART B: GOODS CONDITIONS

37 APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Goods, whether in conjunction with the performance of other Work or otherwise, the conditions of this Part B apply in addition to all other terms and conditions of the Contract.

38 QUALITY AND STANDARD OF THE GOODS

The Contractor must ensure that the Goods:

- (a) meet the Company's requirements in respect the quality, quantity, workmanship and specifications as set out in the Contract and, to the extent that such requirements have not been set out in the Contract, in accordance with Good Industry Practices;
- (b) are new and free from faulty design and defects; and
- (c) are fit for the purposes specified in the Contract or, where no such purposes are specified, fit for its ordinary purposes.

39 PACKING AND DOCUMENTATION

- (a) The Contractor must ensure that the Goods are properly packed, secured and labelled in accordance with Good Industry Practices and to meet the requirements set out in the Contract.
- (b) The Contractor must provide to the Company by the Delivery Date all drawings, certificates and other documentation in the format and quantities specified in the Contract.

40 DELIVERY OF THE GOODS

- (a) The Contractor must deliver the Goods or make the Goods available to the Company at the Delivery Point by the Delivery Date.
- (b) If the Contractor is unable to deliver the Goods on the Delivery Date the Contractor must notify the Company at the earliest possible opportunity. The Company and Contractor will endeavour to agree a mutually acceptable revised Delivery Date. If the Company and the Contractor cannot agree, the Company will have the right to terminate the Contract pursuant to Clause 29.

41 ACCEPTANCE OF GOODS BY COMPANY

Acceptance of the Goods will be from the time that a duly authorised representative of the Company accepts the Goods, delivered or collected at the Delivery Point and where such

Goods are not defective or damaged in any way and comply with the Contract.

42 RISK AND TITLE

- (a) Title to and property in the Goods immediately passes to the Company upon payment for, or Delivery of, the Goods, whichever occurs first, and the Goods must be appropriately marked and identified as the property of the Company.
- (b) The risk of loss of or damage to the Goods remains with the Contractor until Delivery to the Company in accordance with the Contract.

43 DEFECTS

- (a) The Contractor must, at its own cost, repair, replace or rectify any Goods (or any replacement Goods) which are defective or otherwise not in compliance with the requirements of the Contract during the period commencing on Delivery and ending 24 months later. The Contractor will not be responsible for the costs of remedying any defect to the extent that such defect was caused by the Company's failure to use the Goods in accordance with specific operating conditions set out in the Contract.
- (b) If the Contractor fails to rectify defects in accordance with the timeframe reasonably required by the Company, the Company may arrange to have the defects remedied by alternative means and may recover the direct costs of doing so from Contractor.

44 SPARES

During the operational life of the Goods or any plant or facility in which the Goods will be installed, the Contractor must give sufficient notice to the Company of its or its subcontractors' intention to cease manufacture or supply of any of the Goods or any component parts or replacements for the Goods, to enable Company to purchase such Goods, component parts or replacements.

45 HAZARDOUS MATERIALS

The Contractor must ensure that the Goods comply with Laws and to the extent that they contain toxic, corrosive or hazardous materials, the Contractor must ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.

EXHIBIT "A"**FORM OF CONFIDENTIALITY UNDERTAKING
[Company Contractors]**

[], a _____ organized under the laws of [] (referred to hereafter as "Recipient"), enters into this Confidentiality Undertaking (this "Undertaking") on the date referenced in the signature block below and has been informed that information regarding the development of the Woodside Louisiana LNG Liquefaction Facility which will be a natural gas liquefaction facility located within Calcasieu Parish, Louisiana, along the Calcasieu Ship Channel (the "Project") developed by Louisiana LNG Infrastructure LLC (formerly known as Driftwood LNG LLC) and its affiliates ("Company") is confidential and subject to confidentiality restrictions of that certain Chart Sublicense Agreement for Phase 1 and Chart Sublicense Agreement for Phase 2, dated as of November 10, 2017 ("Sublicense Agreement"), entered into by and between Company and Bechtel Energy Inc. ("Bechtel"), and that certain information of a third party, Chart Energy & Chemicals, Inc. ("Chart"), is also included in such information;

WHEREAS, Recipient recognizes that as a result of the license and sublicense granted by Bechtel to Company and a disclosure to Recipient by Company of Bechtel and Chart information pursuant to the Sublicense Agreement, and in connection with services provided by Recipient, Recipient will have access to data, drawings, designs, equipment, documents, and information which are the confidential information of Bechtel ("Bechtel Confidential Information") and Chart ("Chart Confidential Information") (collectively "Confidential Information").

WHEREAS, as between Recipient, Company and Bechtel, Recipient acknowledges and agrees the separate confidentiality agreement previously entered with Company (and on Bechtel's behalf as an intended third party beneficiary) and which provided access to the Woodside Virtual Data Room with respect to Bechtel Confidential Information continues to govern Bechtel Confidential Information as between Recipient, Company and Bechtel.

THEREFORE, in consideration of Chart and Bechtel authorizing the disclosure of the Confidential Information to Recipient by Company and other good and valuable consideration, Recipient represents, warrants and agrees, for the benefit of Chart and Bechtel, as follows:

1. As between Recipient and Chart, Chart Confidential Information shall not include, and all obligations regarding Chart Confidential Information shall not apply to: (i) information which at the time of disclosure or acquisition is in the public domain, or which after disclosure or acquisition becomes part of the public domain without violation of this Confidentiality Undertaking; (ii) information which at the time of disclosure or acquisition was already in the possession of Recipient or its employees or agents and was not previously acquired from Company, Bechtel or Chart or any of their employees or agents directly or indirectly under a duty of confidentiality; (iii) information

which Recipient can show was acquired by such entity after the time of disclosure or acquisition hereunder from a third party without any confidentiality commitment, if, to the best of Recipient's or its employees' or agent's knowledge, such third party did not acquire it, directly or indirectly, from Company, Bechtel or Chart or any of their employees or agents under a duty of confidentiality; (iv) information independently developed by the Recipient without the use of the Chart Confidential Information; and (v) information which Recipient believes in good faith is required to be disclosed in connection with the Project by applicable law, order by a court of law, applicable securities laws or the rules of any stock exchange; provided, however, that prior to such disclosure, the Recipient gives reasonable advance notice to Chart of the information required to be disclosed (and disclosure as permitted under this Section 1 does not relinquish the confidential nature of the information disclosed, except to the extent that information enters into the public domain as a result of such disclosure).

2. In consideration of the disclosure of the Confidential Information to Recipient, RECIPIENT HEREBY RELEASES BECHTEL AND ITS AFFILIATES AND CHART AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO INDIRECT, DIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS, AND EXPENSES AND ALL REASONABLE ATTORNEYS' FEES AND LITIGATION AND ARBITRATION EXPENSES) BASED ON RECIPIENT'S USE OF THE CONFIDENTIAL INFORMATION IN CONNECTION WITH THE TASKS SET FORTH IN SECTION 4 BELOW AND ANY OTHER USE, INCLUDING RECIPIENT'S RELIANCE ON OR ALLEGED RELIANCE ON THE CONFIDENTIAL INFORMATION OR ANY OTHER INFORMATION, NOTWITHSTANDING THE FAULT OR NEGLIGENCE OF ANY OF THE FOREGOING, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR NEGLIGENCE IN WHOLE OR IN PART) OR ANY OTHER STATUTORY, LEGAL OR EQUITABLE CAUSE OF ACTION OR REMEDY. RECIPIENT REPRESENTS AND WARRANTS THAT IT HAS AUTHORITY TO BIND AND DOES BIND ITS AFFILIATES TO THE RELEASE HEREIN.

3. As between Recipient and Chart, Recipient agrees to use any such Chart Confidential Information solely in connection with Recipient's use of the Chart Confidential Information in connection with various tasks such as permitting, site infrastructure, and assessing an EPC agreement and any related proposal consistent with the services provided by Recipient, and not for any other purpose. Recipient also agrees not to disclose any Chart Confidential Information to any third party (other than Recipient's employees who have a need to know and are bound by confidentiality and use obligations at least as restrictive as those contained herein) unless that third party has signed and delivered to Company a confidentiality agreement acceptable to

Company and with obligations of confidentiality and use obligations as least as restrictive as those contained herein. [Drafting Note: Recipient and Recipient's permitted disclosees under this clause 3 shall not be those Licensing Competitors set out on Appendix E of the applicable sublicense agreement (as updated from time to time).]

4. As between Recipient and Chart, upon termination of Recipient's services under the relevant engagement, Recipient shall return to Company any Chart Confidential Information in its possession or shall have deleted such Chart Confidential Information, including from the hard drives and other digital storage media in its possession, and shall provide a certification to Company of such return and/or deletion; provided, that (A) Recipient will not be obligated to delete or overwrite Chart Confidential Information that is contained in an archived computer system backup in accordance with its security and/or disaster recovery procedures for which destruction will follow the regular process of such procedures and (B) these obligations shall not apply to the extent that Recipient is required to retain the Chart Confidential Information by any applicable law, rule or regulation; provided, further, that any Chart Confidential Information not destroyed will remain subject to the confidentiality and use restrictions set forth herein.

5. As between Recipient and Chart, Recipient acknowledges that in the event of a breach of any of the confidentiality terms contained herein, Chart could suffer irreparable harm for which remedies at law, including damages, would be inadequate, and that Chart shall be entitled to seek equitable relief therefore by injunction, without the requirement of posting a bond.

6. Recipient acknowledges and agrees that upon signing below, this Undertaking becomes binding and enforceable and that Bechtel and Chart are each an intended and named party to this Undertaking with the right to enforce this Undertaking directly against Recipient. Recipient acknowledges and agrees to the sufficiency of consideration provided by Bechtel and Chart for the enforcement of this Undertaking.

7. As between Recipient and Chart, the confidentiality obligations of this Undertaking relating to Chart Confidential Information shall terminate and be of no further force and effect upon ten (10) years following the earlier of (i) the termination or expiration of the Chart Sublicense Agreement between Company and Bechtel or (ii) Substantial Completion of Project 2 (or Project 3, as applicable), as these terms are defined in the Amended and Restated Engineering, Procurement and Construction Agreement for Woodside Louisiana LNG Liquefaction Facility between Company and Bechtel dated December 4, 2024.

Executed and delivered as of the signature date shown below.

[RECIPIENT]

By:

Name:

Title:

**EXHIBIT “B” – FORM OF LIEN AND CLAIM
WAIVER**

**CONTRACTOR’S FINAL CONDITIONAL
LIEN AND CLAIM WAIVER**

(To be executed and submitted by Contractor
together with its final invoice)

STATE OF LOUISIANA
COUNTY/PARISH OF CALCASIEU

The undersigned, _____
 (“Contractor”), has been engaged under a
 _____ (the “Agreement”)
 with Louisiana LNG Infrastructure LLC
 (“Company”), for Louisiana LNG (the “Project”),
 which is located in Calcasieu Parish, State of
 Louisiana and is more particularly described as
 follows:

_____ (the
 “Property”).

Contractor hereby represents and warrants
 that, pursuant to the terms of the Agreement,
 Contractor is entitled to payment from
 Company in the amount of U.S.\$[____], which
 represents the entire remaining consideration
 payable to Contractor by Company for the work
 performed under the Agreement. Upon receipt
 of the sum of U.S.\$[____] from Company,
 Contractor waives, relinquishes, remits and
 releases any and all privileges, liens or claims
 of or right to claim privileges or liens against the
 Project, the Property or any person’s interest in
 the Project or the Property and all claims,
 demands, actions, causes of actions or other
 rights at law, in contract, quantum meruit,
 unjust enrichment, tort, equity or otherwise
 related to payment that Contractor has or may
 have had against Company arising out of the
 Agreement or the Project (“Claims”), whether
 or not known to Contractor at the time of the
 execution of this Contractor’s Final Conditional
 Lien and Claim Waiver, except for the following
 disputed claims in the amount of
 U.S.\$ _____:

(if no exception entry or “none” is entered
 above, Contractor shall be deemed not to have
 reserved any claim.)

Except for Work and obligations that survive
 the termination or expiration of the Agreement,
 including, without limitation, the warranty and
 correction of defects, Contractor represents
 that all of its obligations, legal, equitable, or
 otherwise, relating to or arising out of the
 Agreement or the Project have been fully
 satisfied, including, but not limited to payment
 to Subcontractors, suppliers, vendors and
 employees and payment of Taxes.

This Contractor’s Final Conditional Lien and
 Claim Waiver is freely and voluntarily given,
 and Contractor acknowledges and represents
 that it has fully reviewed the terms and
 conditions of this Contractor’s Final Conditional
 Lien and Claim Waiver, and that it is fully
 informed with respect to the legal effect of this
 Contractor’s Final Conditional Lien and Claim
 Waiver, and that it has voluntarily chosen to
 accept the terms and conditions of this
 Contractor’s Final Conditional Lien and Claim
 Waiver in return for the payment recited above.
 Contractor understands, agrees and
 acknowledges that, upon execution of this
 document, this document waives rights and is
 fully enforceable to extinguish all Claims of
 Contractor, whether or not known to Contractor
 as of the date of execution of this document by
 Contractor. All capitalized terms used but not
 defined herein shall have the respective
 meanings ascribed to such terms in the
 Agreement.

This Contractor's Final Conditional Lien and Claim Waiver has been executed by its duly authorized representative.

FOR CONTRACTOR:

Applicable to Invoice No(s): ALL (If all, print "all")

Signed: _____

Name: _____

Title: _____

Date: _____

Include notary acknowledgment

